

Contract ID: 0000000300000000000019445

Version: 0.00
Amendment: 0

MEMORANDUM OF AGREEMENT
Between

The University of Iowa
Iowa City, Iowa

and

Anthony Travel LLC
Dallas, TX

THIS MEMORANDUM OF AGREEMENT (hereinafter "Agreement") is made and entered into on April 15, 2019 by and between The University of Iowa, Iowa City, Iowa; (hereinafter "University") and Anthony Travel LLC, 7920 Belt Line Road Ste 1010, Dallas, TX, 75254 (hereinafter "Supplier").

RECITALS

WHEREAS, it is the desire of the University to enter into an Agreement with Anthony Travel LLC to provide The University of Iowa with services as outlined in this agreement, and

WHEREAS, the Supplier desires to provide, Athletic Travel Agency Services to the University in accordance with the terms and conditions as outlined in RFP 17202, and

THEREFORE, In consideration of the promises and the mutual covenants contained therein, the Parties agree as follows:

Unless specifically altered herein, all specifications, requirements, and terms and conditions of RFP 17202, and the Supplier's responses thereto, form the basis for and are hereby incorporated into this agreement.

TERM

This Agreement shall begin on or about **April 18, 2019** and remain in effect for 3 year(s) (for a total of 36 months), through and including **April 017, 2022** unless earlier terminated.

Thereafter, the Agreement may be extended for 2 additional 24 month period(s), each upon the written mutual consent of the parties, for a potential 7 year Agreement. These requests to extend the agreement must be exercised at least 30 days prior to the expiration date of the agreement.

The University will notify Supplier of any unsatisfactory performance and if the situation is not rectified within thirty (30) days, then the contract may be terminated upon written notice to Supplier.

DESCRIPTION OF SERVICES OR PRODUCTS

Supplier to provide dedicated onsite travel agency services as well as dedicated online travel reservation tool and other services as detailed in University's requirements and Supplier's response to Request for Proposal #17202. Supplier shall work to complete full transition of services by July 1, 2019.

THE SUPPLIER AGREES TO

1. Provide a single point managerial-level contact for the University to coordinate all requirements; to be the point of contact for any problems/questions that may arise; meet periodically with

Contract ID: 0000000300000000000019445

Version: 0.00
Amendment: 0

University personnel; research information; and deliver special reports as needed or directed by the University related to Athletic Travel Agency Service.

Suppliers Single Point Contact Person:

Name: Pat Walsh
Title: Senior Vice President
Address: PO Box 1086
Notre Dame, IN 46556
Email: PatWalsh@anthonytravel.com
Phone: 574-514-5875

2. Comply with all applicable Federal and State laws.
3. To possess and maintain all applicable licenses necessary to conduct business in the State of Iowa.
4. Shall submit invoices to:

The University of Iowa
Accounts Payable Department
202 PCO
Iowa City, Iowa 52242-2500

5. Invoices must include the appropriate University purchase order on the face of each invoice submitted for payment.
6. Supplier is an independent Supplier and shall not be considered the agent or employee of the University.

FEE STRUCTURE OR PRODUCT PRICING

Supplier shall initially provide two (2) dedicated onsite representatives for an annual management fee of \$160,000. The annual management fee is inclusive of any and all travel reservation fees, cancellations, voids, refunds, exchanges, etc. There shall be no limit on the number for tickets issued annually as part of this annual fee.

For the initial year of service quarterly payments of \$40,000 will be made on the schedule below. Subsequent contract years will be paid within thirty (30) days of the beginning of contract year which shall be approximately April or May each year.

Year One Payment Schedule:**1st Quarterly Pre-Payment**

- Period of April-June 2019
- Shall be paid upon receipt of invoice after fully executed contract and purchase order issuance.

2nd Quarterly Pre-Payment

- Period of July-September 2019
- Paid July 2019

3rd Quarterly Pre-payment

- Period of October-December 2019
- Paid October 2019

4th Quarterly Pre-payment

- Period of January-March 2020
- Paid January 2020

Contract ID: 0000000300000000000019445*Version:* 0.00
Amendment: 0

If during the duration of this agreement the University determines it is in the University's best interest to change the service model to only one (1) dedicated onsite representative instead of the initial model of two (2) dedicated representatives the University shall be able to provide Supplier with ninety (90) days written notice. After the ninety (90) day period has passed the University shall have an annual management fee of \$98,000 for the one (1) dedicated onsite representative.

The implementation and ongoing annual usage of the Concur Travel portal will be free of charge.

This Agreement including incorporated addenda shall constitute the entire agreement between the Parties and shall supersede all previous agreements, written or oral. No modification or waiver of any provision shall be valid unless in writing and signed by the Parties.

In the event any portion of this Agreement is found to be invalid or unenforceable for any reason, the remainder of the Agreement shall remain intact. That portion deemed invalid shall be amended in writing to the minimum extent necessary to be considered valid and enforceable.

The Supplier may not assign this Agreement without prior written consent of the University. The Parties agree that the term assigned includes acquisition of the Supplier by another party. Supplier agrees to provide the University with written notice of any assignment a minimum of thirty (30) business days prior to date of such event.

This Agreement shall be governed by the laws of the State of Iowa and applicable Federal law.

The University's failure to enforce provisions of this Agreement in whole or in part will not negate the Agreement or the enforcement of provisions at a future time.

The Parties are acting herein as independent Suppliers. Nothing herein contained shall create or be construed as creating a partnership, joint venture or Supplier relationship between any of the Parties and no Party shall have the authority to bind the other Party in any respect.

With respect to RFP 17202, the University agrees only to those exceptions identified below and only those exceptions are binding on the parties. If not addressed below, all other exceptions taken by the Supplier in responding to RFP 17202 are rejected by the University and the original RFP language is incorporated herein. **Supplier took no exceptions to the terms and conditions as detailed within the original RFP, as such the terms and condition of Request for Proposal # 17202 shall apply exclusively.**

Contract ID: 0000000300000000000019445

Version: 0.00
Amendment: 0

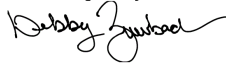
Having read and understood this Memorandum of Agreement in witness thereof, the Parties have hereunto signed this Agreement.

THE UNIVERSITY OF IOWA
Purchasing Department
202 PCO
Iowa City, IA 52242-2500

Anthony Travel LLC
7920 Belt Line Road Ste 1010
Dallas, TX 75254

THE UNIVERSITY OF IOWA

SUPPLIER

DocuSigned by:

DFB758D54ADF4D5...

Signature

Debby Zumbach

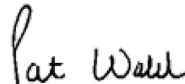
Name

Associate Vice President of Finance and
Operations, Director of Purchasing and
Business Services/University Shared Services

Title

04/18/19

Date



Signature

Pat Walsh

Name

Senior Vice President

Title

4/18/19

Date